

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
445 12<sup>TH</sup> STREET SW, WASHINGTON, DC 20554**

In the Matter of )  
Telecommunications Carriers Eligible to )  
Receive Universal Service Support )

Cross Cable, LLC ) WC Docket No. 09-197

Petition for Streamlined Designation as a )  
Lifeline Broadband Provider Eligible )  
Telecommunications Carrier )

**CROSS CABLE, LLC  
PETITION FOR STREAMLINED DESIGNATION AS A LIFELINE BROADBAND  
PROVIDER ELIGIBLE TELECOMMUNICATIONS CARRIER**

**INTRODUCTION**

Cross Cable, LLC, (“Cross Cable” or “The Company”) pursuant to section 214(e) of the Communications Act of 1934, as Amended (the Act), 47 U.S.C. § 214(e) and section 54.202 of the Federal Communications Commission’s (Commission’s or FCC’s) rules, 47 C.F.R. § 54.202, hereby requests streamlined designation as a Lifeline Broadband Provider (LBP) eligible telecommunications carrier (ETC) in the state of Oklahoma. The requested LBP designation will promote the public interest by providing eligible low-income consumers a competitor in the marketplace for Lifeline services. Cross Cable’s entry in to the Lifeline market will create competitive pressure on all Lifeline providers, resulting in a higher level of service quality and more competitive pricing and advantageous service options for Lifeline service for eligible consumers in Oklahoma.

As discussed below, Cross Cable meets all statutory and regulatory prerequisites for LBP designation. Furthermore, the public interest would be greatly served by granting this petition, enabling Cross Cable to advance universal service in Oklahoma by serving the basic and advanced communications needs of low-income consumers.

Cross Cable satisfies all of the requirements for streamlined designation as an LBP ETC in accordance with section 54.202(d)(l) of the Commission’s rules. It is committed to complying with all of the Commission’s rules and regulations for ETCs providing broadband, including the minimum service standards set forth in section 54.408 of the Commission’s rules. The Company has an established track record of

providing broadband service to non-Lifeline customers without interruption for a period of time spanning over a decade. Cross Cable provides competitively priced fixed broadband data services. As of the date of this filing, Cross Cable has provided BIAS service to over 4,000 non-lifeline customers for over a decade. Accordingly, its LBP ETC designation and this Petition should be deemed granted within 60 days.

## **PETITION**

Cross Cable, LLC hereby petitions the Chief, Wireline Competition Bureau, Federal Communications Commission for streamlined designation as a Lifeline Broadband Provider eligible telecommunications carrier. In support whereof, the following is stated:

### *1. Cross Cable Qualifies for Streamlined Designation*

LBPs will be designated by the Bureau and will qualify for streamlined designation if two criteria are met: (1) the provider serves at least 1,000 non-Lifeline customers with BIAS at the time of filing; and (2) the provider has offered broadband service to the public for at least 2 years preceding the filing date, without interruption. Cross Cable meets both criteria.

As of the date of this filing, the Company is providing high-speed broadband service to 4,479 non-Lifeline subscribers.<sup>1</sup> Furthermore, the Company has offered fixed broadband service to the public without interruption for a period of time spanning over a decade.

### *2. Minimum Service Standards*

Providers seeking designation as an LPB must meet the requirements established in section 214(e) of the Act and sections 54.201 and 54.202 of the Commission's rules.

Cross Cable certifies that it will comply with the service requirements applicable to the support which it will receive, including any applicable minimum service standards and recognizes that such requirements may change over time. Cross Cable will comply with any future requirements, additions, or amendments of the Lifeline program. It specifically understands that LBPs must continue to offer plans that include qualifying BIAS throughout the designated service area even as the minimum service standards for qualifying BIAS are updated annually.

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<sup>1</sup> *The Company provides broadband services to a majority of these subscribers through facilities owned by its regulated parent company, Cross Telephone Company. Because Cross Telephone is an ETC, the customers in its service area are already eligible for lifeline support independent of this application. This application seeks LBP designation for the Company in areas where it is a CLEC (i.e., outside of Cross Telephone's exchange boundaries). In those areas, the Company owns the facilities it will use to serve customer, and already serves some customers through its own facilities. Accordingly, the Company is a facilities-based provider in the proposed designated service area.*

3. *Emergency Situations*

Cross Cable has the ability to remain functional in emergency situations, including a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.

Cross Cable has back-up generators that run when power goes out. A restoration of service plan is also in place in which network trouble is appropriately escalated. Cross Cable has connections to the Internet backbone that are redundant to multiple tier 1 providers and the capability to reroute traffic.

4. *Consumer Protection and Service Quality Standards*

Cross Cable will satisfy applicable consumer protection and service quality standards. Cross Cable is committed to and complies with the Communications Act and its implementing rules.

5. *Financial Qualifications*

Cross Cable is financially capable of providing Lifeline service in compliance with subpart E of Part 54 of the Commission's rules.

Cross Cable has provided non-regulated service in Oklahoma for decades and its parent company, Cross Telephone, has been in business since 1911. The parent company, Cross Telephone, receives Universal Service Fund (USF) disbursements and is well aware of the requirements of Subpart E of Part 54 of the Commission's rules and has procedures in place to remain compliant.

As demonstrated herein, Cross Cable is a well-established telecommunications carrier with a history of providing service to non-Lifeline consumers and does not intend to rely exclusively on USF disbursements.

Cross Cable is a privately held company. Accordingly, its financial information is not routinely made available to the public.

6. *Technical Qualifications*

Cross Cable's network is all fiber to the premise and our backbone topology is comprised of multiple redundant ring paths. Our staff provides 24 hours per day, 7 days per week, network monitoring and customer service. As noted below, all of our service plans meet or exceed the program's minimum service.

7. *Terms and Conditions of the BIAS Plans Offered*

The table below lists all current plans which may change as market conditions and customer demand changes but they will always be in compliance with program requirements. Terms and conditions for plans offered to Lifeline subscribers are included in **Attachment A**.

	PLAN 1	PLAN 2	PLAN 3
SPEED	1M/10M	2M/50M	5M/100M
DATA USAGE ALLOWANCE	UNLIMITED	UNLIMITED	UNLIMITED
RATE	\$49.95	\$79.00	\$99.00

8. *LBP's Designated Service Area*

The proposed designated service area is identified in **Attachment B**. Cross Cable, LLC, wholly owns the facilities used to provide service to the proposed service areas.


### CONCLUSION

Cross Cable, LLC meets the requirements for designation as an LBP as established under the statute and FCC rules.

For all of the aforementioned reasons, Cross Cable, LLC respectfully requests that the Commission designate it as a Lifeline Broadband Provider Eligible Telecommunications Carrier. It is in the public interest, convenience and necessity and is warranted in accordance with section 214(e)(6) of the Act.

### CERTIFICATION

1. My name is R. David Wright, and I am General Manager of Cross Cable, LLC.
2. I certify under penalty of perjury that the facts contained in this Certification, and in Petition for Lifeline Broadband Provider Eligible Telecommunications Carrier are true and correct to the best of my knowledge, information, and belief.



R. David Wright  
General Manager  
Cross Cable, LLC

Dated: *December, 2016*

# **Attachment A**

## **Cross Cable, LLC**

### **Lifeline Terms and Conditions**

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**Customer's Obligations:** Customer agrees to adhere to and be bound by the terms and conditions of this Agreement and the Company's Acceptable Use Policy (AUP), which may be amended from time to time. End User(s) can review the most current version of these terms and conditions and the Company's AUP at any time at: <http://www.crosstel.net/>. Failure to abide by the terms and conditions of this Agreement and the Company's AUP will result in termination of the Service.

Customer agrees to pay all charges for the Service and equipment purchased or leased from the Company, including installation charges and shipping and handling charges (if applicable) upon commencement of billing. Billing will begin when the Company has activated the Service on its network whether or not the Customer has completed self-installation or commenced use of the Service. The Customer is solely and full responsible and liable for all activities that occur under their password or User ID and is responsible for any and all applicable toll, usage or long distance charges, which may apply.

**Equipment & Software.** Other than all software and hardware provided to the Customer by the Company, he/she must provide all equipment, devices and software necessary to receive the Service. Due to the infinite number of possible combinations of hardware and software, the End User is responsible for the compatibility of his/her system with the Service and, is responsible for the installation and maintenance of any customer provided modem, wireless bridge, or router to be used with this Service. In no event will the Company be responsible for any ongoing maintenance or management of any customer premise modem or router with this Service.

#### **TERM AND TERMINATION:**

Company (Cross Cable) provides its customer access to broadcast programming. Company is not responsible and has no control over the content of programming that broadcasters choose to present. Company will use its best effort to provide blocking on channels upon customer request. Company assumes no liability to Customer should blocking fail due to technical limitations, failures of systems or failures of software. Business packages some restrictions apply and/or additional fees.

Company may levy additional charges to Customer's account for installation, wiring, and maintenance performed at Customer's request. Inside wire protection may be obtained for a monthly fee. Computers and/or televisions are not covered under inside wire protection. Company reserves the right to change rates without notice, and to change channel lineup (inclusive of channel order, addition or deletion) according to rules and regulations, with reasonable notice to Customer. Monthly charges specified in this agreement do not include any federal, state, or local taxes. Customer agrees to pay all applicable taxes and government fees calculated on each monthly billing in accordance with all applicable laws.

Company is not responsible for damage to television sets caused by acts of God, including, but not limited to, damage caused by lightning and/or electrical power surges. Company assumes no liability or responsibility for the operation, maintenance or repair of the customer's television set(s), computer(s), or other peripheral equipment. Customer releases the Company from all liability or cost of repairs, if the Customer's equipment breaks or fails to work during installation or a service call, while the service representative is exercising reasonable care. In no event shall the Company be responsible for incidental damages. The Company's liability shall be limited to the cost of services provided.

Company and Customer agree to submit any unsatisfied complaints or bona fide disputes to arbitration or mediation prior to filing any lawsuits.

Upon execution of service agreement the Company will lease to the Customer set-top box(s) or equipment as required. To receive video service, Customer is responsible for purchasing modem. Company will provide warranty for the equipment against workmanship and material defect over the initial 1-year period. If Customer's service is discontinued for any reason within the initial 1-year period, Customer will pay any waived installation charges, return the provided equipment in good working order to Company at above address or pay \$600.00 for each set-top box, applicable power supplies and \$25.00 for each television remote unit. If ADSL (Broadband Service Link) service is connecting to this network, Customer shall be responsible for any and all equipment costs necessary to make connection. Customer is responsible for purchase and installation of Ethernet card in their computer(s). Company Authorized Use Policy also applies to ADSL customers.

This may be turned into an electronic file.

**Term and Termination for Convenience.** In the absence of a specified term, the term for the Service will be month-to-month. Service Packages are provided with a minimum term of one year. In the event that you choose to terminate the Service prior to the expiration of the applicable term, you agree that the monthly charge for the month in which Service is terminated will be forfeited as a cancellation charge (Cancellation Charge). In addition, you agree to pay an additional early Termination Charge equal to (a) all remaining monthly service charges and (b) any deferred installation or equipment fees.

**Termination for Cause.** The Company may immediately terminate all or a portion of the Service, or suspend any or all access to all or a portion of the Service, without notice and without liability, for conduct that the Company believes is: (a) illegal, fraudulent, harassing or abusive (b) in violation of this Agreement or the Company's AUP, or (c) harmful to other users, customers, third parties, the Service, or the business interest of the company. If the Company has terminated a portion, but not all, of your access

**Attachment A**  
**Cross Cable, LLC**  
**Lifeline Terms and Conditions**

to the Service for the foregoing reasons, you will nevertheless be responsible for all charges for the Service.

**Termination - Legal Event.** In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes the Company to believe that this Agreement, the Company's AUP and/or the Service provided hereunder, may be in conflict with such rules, regulations and orders, the Company may suspend or terminate the Service without liability.

**Termination for Default.** If you fail to pay any charge when due, including, but not limited to, installation charges or taxes, or if you provide false or inaccurate information which is required for the provision of the Service or is necessary to allow the Company to bill you for the Service, and such condition continues un-remedied for thirty days, you will be in default and the Company may immediately and without notice suspend or terminate the Service to you.

**DISCLAIMER OF WARRANTIES:**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THE SERVICE AND/OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CROSSTEL INTERNET SERVICES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) CROSSTEL INTERNET SERVICES MAKES NO WARRANTY THAT (i) THE SERVICE AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL PERFORM AT ANY PARTICULAR TRANSMISSION SPEED, (iii) THE SERVICE AND/OR SOFTWARE BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (v) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE AND/OR SOFTWARE WILL MEET YOUR EXPECTATIONS, AND ANY ERRORS IN THE SERVICE AND/OR SOFTWARE WILL BE CORRECTED.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. THIS MAY BE TURNED INTO AN ELECTRONIC FILE.

**LIMITATION OF LIABILITY:**

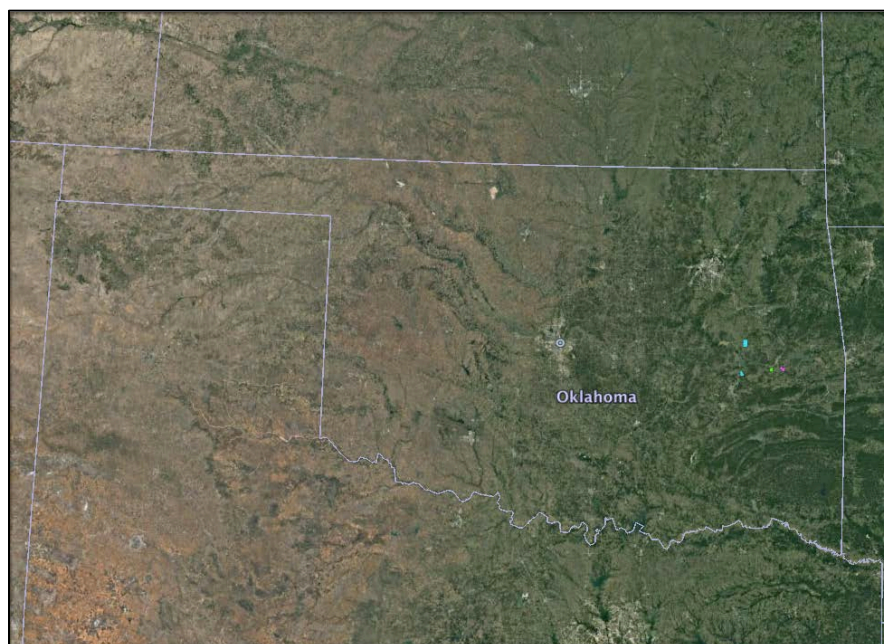
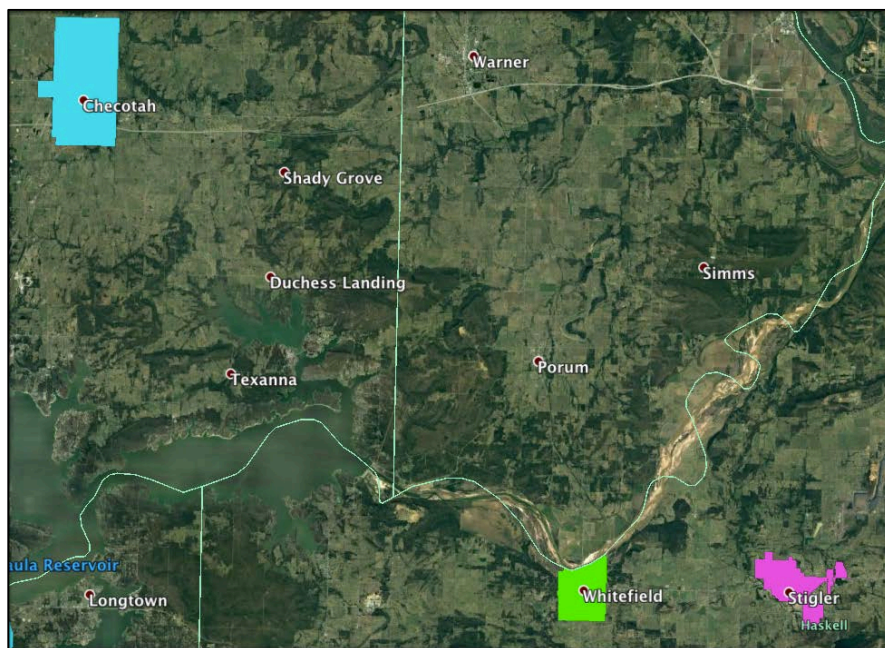
YOU EXPRESSLY UNDERSTAND AND AGREE THAT CROSSTEL INTERNET SERVICES AND ANY THIRD PARTY CROSSTEL INTERNET SERVICES UTILIZES TO PROVIDE THE SERVICE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CROSS TELEPHONE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE AND/OR SOFTWARE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE AND/OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (I.E., THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE AND/OR SOFTWARE, OR (f) ANY OTHER MATTER RELATING TO THE SERVICE AND/OR SOFTWARE.

YOUR SOLE REMEDY AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH CROSSTEL INTERNET SERVICES OR ANY THIRD PARTY IN CONNECTION WITH THE SERVICE AND/OR SOFTWARE IS THE CANCELLATION OF SERVICE AS PROVIDED IN THIS AGREEMENT.

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**Attachment B**  
**Cross Cable, LLC**  
**Designated Service Area**



Proposed designated service areas detailed in shape files available upon request from:

Beacon Telecommunications Advisors  
5520 S. Lewis Ave.  
Tulsa, OK 74105  
918.496.1456  
Jessica@consultbta.com

Cross Cable, LLC's Financial Statements are available upon request.

Please contact:

Beacon Telecommunications Advisors  
5520 S. Lewis Ave.  
Tulsa, OK 74105

918.496.1456